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MedEWSa Consortium Agreement, version 1.2 (amendment), September 2024

Consortium Agreement

MedEWSa

***Mediterranean and pan-European forecast
and Early Warning System against natural hazards***

Version 01 Dec 2023

Amendment: Version 1.2, September 2024

(Based on DESCA – Model Consortium Agreement for Horizon Europe)

(AP Version 1, July 2022)

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on [01 October 2023], hereinafter referred to as the Effective Date

BETWEEN:

1. Justus-Liebig-Universitaet Giessen (JLU, PIC = 999840111), Ludwigstrasse 23, Giessen 35390, Germany, the Coordinator

and

2. National Observatory of Athens (NOA, PIC = 999653677), Metaxa & Vas. Pavlou, Athens, 15236, Greece
3. Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici (CMCC, PIC = 999419422), Via Marco Biagi 5, Lecce, 73100, Italy
4. Sveriges Meteorologiska och Hydrologiska Institut (SMHI, PIC = 999507983), Folkborgsvägen 17, Norrköping, 60176 Sweden
5. Slovak Hydrometeorological Institute (SHMU, PIC = 999550178), Jeseniova 17 Bratislava, 83315 Slovakia
6. European Centre for Medium Range Weather Forecasts (ECMWF, PIC = 999916741), Shinfield Park, Reading RG2 9AX, UK
7. Hellenic Ministry of Defence (HMOD, PIC = 999611385), Mesogion 227-231 Holargos, Athens 15500, Greece
8. Centro Internazionale Di Monitoraggio Ambientale – Fondazione (CIMA, PIC = 997710476), Via A. Magliotto 2, Savona 17100, Italy
9. Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement (INRAE, PIC = 999993274), 147 Rue De L'Université PARIS 75007, France
10. International Red Cross/Red Crescent Centre on Climate Change and Disaster Preparedness (RCCC, PIC = 974802471), Anna Van Saksenlaan 50 Den Haag 2593 HT, Netherlands
11. World Meteorological Organization (WMO, PIC = 999544940), 7b Ave de la Paix, 1211 Genève, Switzerland
12. Barcelona Supercomputing Center – Centro Nacional de Supercomputación (BSC, PIC = 999655520), Calle Jordi Girona 31, Barcelona 08034, Spain
13. Fraunhofer Heinrich-Hertz-Institut – Fraunhofer HHI (HHI, PIC = 999984059), Hansastrasse 27C, Munchen 80686, Germany

14. Geosphere Austria (GSA, PIC = 972690490), Hohe Warte 38, Wien 1190, Austria
15. Mitiga Solutions (MITIGA, PIC = 895805962), Carrer Bosc 38, casa, Barcelona 08017, Spain
16. Internet of Things applications and Multi-Layer development (ITML, PIC = 912549326), 56 Griva Digeni Str Anna Tower Flat/office, Limassol 3101, Cyprus
17. Kajo s. r. o. (KAJO, PIC = 937270746), Sladkovicova 228/8, Bytca 01401, Slovakia
18. Convergence (CONV, PIC = 889214036), 38 Katechaki str., 11525 Athens, Greece
19. Ministry of Digital Governance (MoDG, PIC = 912193239), Fragkoudi 11 Kai Alexandroy Pantou, Athens 10163, Greece
20. National Environmental Agency (GNEA, PIC = 971994127), David Agmashenebeli Ave 150, 0112 Tbilisi, Georgia
21. Region of Attica Civil Protection Department (CPoPA, PIC = 954443723), Syfrou Ave 15-17, 11741 Athens, Greece
22. Centro Previsione e Segnalazione Maree del Comune di Venezia (COV, PIC = 996316101), Ca Farsetti San Marco 4136, 30124 Venezia, Italy
23. Egyptian Meteorological Authority (EMA, PIC = 933021273), El Kalefa El Mamoon St, Cario, Egypt
24. Italian Meteo Agency (IMA, PIC = 884489651), Via dei Mille 21, 40121 Bologna, Italy
25. Department of Interior of Generalitat de Catalunya (DINT, PIC = 999703438), Carrer Diputació 355, 08009 Barcelona, Spain
26. Fundació Pau Costa (PCF, PIC = 958896217), Av. Mossen Cinto Verdaguer, 42 Esc A, bxs 2, 08552 Taradell, Spain
27. Ethiopian Forestry Development (EFD, PIC = 884395173), Arat Kilo, Erri Bekentu, 1000 Addis Adaba, Ethiopia

hereinafter jointly referred to as "Beneficiaries"

together with

28. Israel Meteorological Service (representing SE European Multi-Hazard Early Warning Advisory System SEE-MHEWS-A) (IMA, PIC = 884780554) P.O box 25, Bet-Da Bet Dagan, 5025001, Israel
29. European Central Bank (ECB, PIC = 984790464), Kaiserstrasse 29, 60311 Frankfurt, Germany

hereinafter individually referred to as the "Associated Partners",

hereinafter Beneficiaries and Associated Partner(s), jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

[Mediterranean and pan-European forecast and Early Warning System against natural hazards]

in short

[MedEWSa]

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, together submitted a proposal for the Project to the European Union ('EU'), represented by the European Commission ('European Commission' or 'Granting Authority') as part of Horizon Europe (call HORIZON-CL3-2022-DRS-01-05) – the Framework Programme for Research and Innovation (2021-2027), with a deadline of 23 November 2022. The proposal was subsequently recommended for funding and the co-ordinator notified of its success by the REA on 03 April 2023.

The Parties now wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Beneficiaries and the Granting Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

"Consortium Body"

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

"Consortium Plan"

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the General Assembly.

"Granting Authority"

means the body awarding the grant for the Project.

"Defaulting Party"

Defaulting Party means a Party which the General Assembly has declared to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.3 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

2 Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

3 Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Beneficiary's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

If an Associated Partner's participation in the Project is terminated, its participation in this Consortium Agreement may be terminated subject to the provisions surviving the expiration or termination under this Consortium Agreement (Section 4.2 and Section 3.3).

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Project incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law and consistent with the general principles of international law.

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2 Specific responsibilities for Associated Partner(s)

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Granting Authority and therefore do not have a right to charge costs or claim

contributions from the Granting Authority. Associated Partners must ensure their own funding for the implementation of the Project. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners. The Coordinator will share a copy of the signed Grant Agreement and information on any amendments with the Associated Partners.

The Associated Partners hereby commit to implement the Project tasks attributed to them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commit especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners support the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partner hereby explicitly agree to cooperate with and grant access to bodies according to Article 25 of the Grant Agreement (the Granting Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations also towards the Associated Partner(s).

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Moreover, an Associated Partner is obliged to indemnify the other Parties for any claim of the Granting Authority against them, caused by this Associated Partner's actions or omissions during Grant Agreement preparation, Project implementation or after Project end. Regarding such claims the Associated Partner's special liability is limited to zero, the equivalent of the budget assigned to each Associated Partner as indicated in Annex 2 (budget) of the Grant Agreement.

Should an Associated Partner be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

4.3 Breach

In the event that the General Assembly identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the General Assembly may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.4 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.5 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) or in the case of ECMWF its own policies and procedures as well as supervisory mechanisms in respect of the protection of personally identifiable information, notably the Policy for Personally Identifiable Information Protection, as amended, which is deemed to provide an adequate level of protection relative to the standards reflected in the GDPR within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

5 Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its entities under the same control) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Party's general aggregate liability towards the other Parties collectively shall be limited to one times the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Party's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

5.5 Export control

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.]

6 Governance structure

The organizational structure of the consortium shall comprise the following Consortium Bodies:

- The General Assembly as the ultimate decision-making body of the consortium
- The Executive Board as the supervisory body for the execution of the Project, which shall report to and be accountable to the General Assembly
- The Coordinator as the legal entity acting as the intermediary between the Parties and the Granting Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

6.1 General operational procedures for all Consortium Bodies

6.1.1 Representation in meetings

Any Party which is appointed to take part in a Consortium Body shall designate one representative (hereinafter referred to as "Member").

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.1.2 Preparation and organization of meetings

6.1.2.1 Convening meetings:

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon request of the Executive Board or 1/3 of the Members of the General Assembly
Executive Board	At least quarterly	At any time upon request of any Member of the Executive Board

6.1.2.2 Notice of a meeting

The chairperson of a Consortium Body shall give written notice of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days

6.1.2.3 Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body an agenda no later than the minimum number of days preceding the meeting as indicated below.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days

6.1.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notice to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Executive Board	2 calendar days

6.1.2.5

During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.1.2.6

Meetings of each Consortium Body may also be held by tele- or videoconference, or other telecommunication means.

6.1.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.1.2.8

Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Parties of the outcome of the vote.

A veto according to Section 6.2.4 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

6.1.3 Voting rules and quorum

6.1.3.1

Each Consortium Body shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

6.1.3.2

Each Member of a Consortium Body present or represented in the meeting shall have one vote. Associated Partners are excluded from certain decisions of the General Assembly according to Section 6.3.1.1.4.

6.1.3.3

A Party which the General Assembly has declared according to Section 4.3 to be a Defaulting Party may not vote.

6.1.3.4

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.1.4 Veto rights

6.1.4.1

A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.1.4.2

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.

6.1.4.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

A Party that is not appointed to participate to a particular Consortium Body may veto a decision within the same number of calendar days after receipt of the draft minutes of the meeting.

6.1.4.4

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after written notice by the chairperson of the outcome of the vote.

6.1.4.5

In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all the Parties.

6.1.4.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.1.4.7

A Party requesting to leave the consortium may not veto decisions relating thereto.

6.1.5 Minutes of meetings

6.1.5.1

The chairperson of a Consortium Body shall produce minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.1.5.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Member has sent an objection by written notice to the chairperson with respect to the accuracy of the draft of the minutes by written notice.

6.1.5.3

The chairperson shall send the accepted minutes to all the Parties and to the Coordinator, who shall retain copies of them.

6.2 Specific operational procedures for the Consortium Bodies

6.2.1 General Assembly

In addition to the rules described in Section 6.2, the following rules apply:

6.2.1.1 Members

6.2.1.1.1

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member).

6.2.1.1.2

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2 of this Consortium Agreement.

6.2.1.1.3

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.2.1.1.4

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties from exercising their veto rights, according to Section 6.2.4.1 or from submitting a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

The Associated Partner(s) is/are excluded from voting on and vetoing the following decisions of the General Assembly (6.3.1.2) and therefore are not counted towards any respective quorum:

- Financial changes to the Consortium Plan
- Distribution of EU contribution among the Beneficiaries
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Granting Authority
- Decisions related to Section 7.1.4 of this Consortium Agreement

Regarding unanimity or majority decisions, only Members with voting rights regarding the item are taken into account (e.g. Section 6.2.2.8).

6.2.1.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

In addition, all proposals made by the Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 4.2, Section 7.1.4)

Appointments

On the basis of the Grant Agreement, the appointment if necessary of:

- Executive Board Members
- External Advisory Board Members

6.2.2 Executive Board

In addition to the rules in Section 6.2, the following rules shall apply:

6.2.2.1 Members

The Executive Board shall consist of the Coordinator and the representatives of the Parties appointed to it by the General Assembly.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds.

6.2.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.2.2.3 Tasks

6.2.2.3.1

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.2.2.3.2

The Executive Board shall seek a consensus among the Parties.

6.2.2.3.3

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.2.2.3.4

The Executive Board shall monitor the effective and efficient implementation of the Project.

6.2.2.3.5

In addition, the Executive Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.2.2.3.6

The Executive Board shall:

- support the Coordinator in preparing meetings with the Granting Authority and in preparing related data and deliverables
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Granting Authority in respect of the procedures of the Grant Agreement Article 17 and Annex 5 Section “Communication, Dissemination, Open Science and Visibility” and of Section 8 of this Consortium Agreement.

6.2.2.3.7

In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

6.3 Coordinator

6.3.1

The Coordinator shall be the intermediary between the Parties and the Granting Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.3.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available

- collecting, reviewing to verify consistency, and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Granting Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.
- providing a copy of the Grant Agreement and its Annexes to the Associated Partners.

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other 'Parties' Project deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

6.3.3

If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Granting Authority to change the Coordinator.

6.3.4

The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.3.5

The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.4 External Advisory Board (EAB)

An External Advisory Board (EAB) will be appointed and steered by the Executive Board. The EAB shall assist, advise on, and facilitate the decisions made by the General Assembly.

The Coordinator has signed a non-disclosure agreement is executed between all Parties and each EAB member.

By way of exception to Section 6.4.4 above, the Parties mandate the Coordinator to execute, in their name and on their behalf, a non-disclosure agreement (hereafter "NDA") with each member of the EAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EAB, either directly or through the Coordinator in the case where the concerned Party gave to the Coordinator its prior written approval for such disclosure. The NDA for the EAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier. The Coordinator shall write the minutes of the

EAB meetings and submit them to the General Assembly. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

A Beneficiary shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

A Beneficiary that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its units/actual duly justified eligible costs only.

A Beneficiary that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Excess payments

A Beneficiary has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared or
- b) if a Beneficiary has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to

their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary according to Section 6.3.1.2.

7.1.5 Revenue

In case a Beneficiary earns any revenue that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Beneficiary earning such revenue. The other Beneficiaries' financial share of the budget shall not be affected by one Beneficiary's revenue. In case the relevant revenue is more than the allocated share of the Beneficiary as set out in the Consortium Plan, the Beneficiary shall reimburse the funding reduction suffered by other Beneficiaries.

7.1.6 Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority or another contributor.

In addition, a Beneficiary declared to be a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Beneficiaries in order to perform the leaving Beneficiary's task and necessary additional efforts to fulfil them as a consequence of the Beneficiary leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Granting Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

With reference to Article 22 of the Grant Agreement, no Beneficiary shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2

The transfer of the initial pre-financing and interim payments to Beneficiaries will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

- the pre-financing received from the Granting Authority will be paid to the Beneficiaries according to each Beneficiaries share of the financial contribution, as stated in the Grant Agreement. The Coordinator shall not use the remaining part of each Beneficiaries pre-

financing share for any other purposes than further instalments for the respective Beneficiaries as described below.

- The interim payment will be paid to Beneficiaries in Month 18 of the project, upon the MedEWSa Executive Board approval of a 12-month internal interim progress report and the Granting Authority approval of the 18-month progress report. The interim payment will be paid to Beneficiaries after receipt from the Granting Authority without undue delay and in conformity with the provisions of the Grant Agreement.
- The final payment will be paid to Beneficiaries in Month 36 of the project, upon the MedEWSa Executive Board approval of a 30-month internal interim progress report and the Granting Authority approval of the 36-month progress report. For the payment of the balance (final payment); the provisions of the Grant Agreement will be followed. Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Party concerned.

The 12- and 30-month internal interim reports are approved by the MedEWSa Executive Board by a majority of two-third.

The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the General Assembly to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Beneficiary declared as a Defaulting Party except the costs already claimed by the Defaulting Party and accepted by the Granting Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Granting Authority.

7.3 Reporting

The periodic reports, final report, financial statements and certificates on the financial statements which need to be submitted to the Commission in accordance with the Grant Agreement shall be submitted by each Beneficiary to the Coordinator within 30 days after the end of each respective reporting period.

If one or more of the Beneficiaries is late in submission of any Project deliverable, the Coordinator may nevertheless submit the Beneficiaries deliverables and all other documents required by the Grant Agreement to the Granting Authority in time.

8 Results

8.1 Ownership of Results

Results are owned by the Party that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

In any case, the Parties agree that:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance. In case of joint ownership of Results, a separate written agreement ('joint ownership agreement') shall be concluded among the Parties concerned, within six months from the generation of the jointly owned Results, to ensure compliance with their obligations under this Agreement.

8.3 Transfer of Results

8.3.1

Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.3.4

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

8.4 Dissemination

8.4.1

Subject to the terms in the Grant Agreement and this Consortium Agreement, the Beneficiaries shall endeavour to disseminate Results produced under this Agreement by means of scientific publications, presentations at symposia, etc. All dissemination activities shall be subject to established academic standards and custom and shall be carried out in respect of the limitations set out in Sections 8 and 10. For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications.

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.2.5

Authorship on publications will be based on academic standards and custom. In accordance with normal academic practice, all investigators and contributors to a publication will be acknowledged, always in compliance with recognized standards concerning publication and authorship.

8.4.3 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9 Access Rights

9.1 Background included

9.1.1

In Attachment 1, the individual Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2

Any Party may add additional Background to Attachment 1 during the Project provided they give written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.2 General Principles

9.2.1

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2

Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6

All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7

The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal research, for incorporation into existing multi-hazard early warning systems already operated by MedEWSa partners, and for teaching activities shall be granted on a fair and reasonable conditions basis.

9.4.2

Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions.

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for entities under the same control

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control" if they are identified in [Attachment 4 (Identified entities under the same control) to this Consortium Agreement].

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the [Beneficiary / Party] requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Attachment 4]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the [Beneficiary / Party] with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such [Beneficiary / Party].

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.

It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

"Application Programming Interface" or "API" means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled License Terms" means terms in any license that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software license that merely permits (but does not require any of the things mentioned in (a) to (c)) is not under Controlled License Terms.

"Object Code" means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

"Software Documentation" means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a Software programme.

"Source Code" means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2 General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The introduction of Software under Controlled License Terms in the Project requires the prior approval of the General Assembly to implement such introduction into the Consortium Plan.

In case of an [approved] introduction of Software under Controlled License Terms' in the Project, the Controlled License Terms shall prevail over any conflicting provisions of this Consortium Agreement for affected original and derivative Background and Results.

9.8.3 Access to Software

Access Rights to Software that is Results shall comprise:

- Access Rights to the Object Code; and,
- where normal use of such an Object Code requires an API, Access Rights to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access Rights to the Source Code, Access Rights to the Source Code to the extent necessary

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4 Software license and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results - Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an agreed number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the

relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable Software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

10 Non-disclosure of information

10.1

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of five years after the final payment of the Granting Authority (the Coordinator notifies the Associated Partner(s) about the date of the final payment):

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

10.3

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

10.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order or - in the case of an Associated Partner - with a reporting requirement from its national funding authority, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Advisory Board agreed under Section 6)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Formal and written notices

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Coordinator.

Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.3, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement not explicitly listed in 6.2.1.2 require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

WMO Agreements are governed by the Rules of the United Nations Commission on International Trade Law (UNCITRAL). Thus, WMO is excluded from all national legislations referred to in this agreement and to national court or administrative orders in the settlement of disputes.

11.8 Settlement of disputes

All Parties shall endeavour to settle their disputes amicably, including any arising from the interpretation or application of these Statutes, in a manner consistent with the general principles of international law.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force, if pertaining to WMO or ECMWF. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The decisions of the arbitral tribunal shall be based on general principles of natural justice (*ex aequo et bono*). The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The award of the arbitration will be final and binding upon the Parties.

Except in disputes actually or potentially involving WMO or ECMWF, in a direct or indirect manner, nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Nothing in this Consortium Agreement shall be deemed a waiver, explicit or implicit, of the privileges and immunities awarded to ECMWF, an inter-governmental organization, as per its Convention and Protocol by its Member States, as well as to WMO, a specialised agency of the United Nations.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, and do not involve WMO or ECMWF, shall be finally settled by the courts of Brussels.

12 Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Justus-Liebig-Universitaet Giessen, (JLU, PIC =99984011)

Signature:

Name: Prof. Dr. Katharina Lorenz

Title: President of the Justus-Liebig-Universitaet Giessen, Germany

Date: Tuesday, 5 November 2024

National Observatory of Athens (NOA, PIC = 999653677)

Signature:

Name: Prof. Emmanouil Plionis

Title: Director of NOA and Chairman of the BoD

Date 24/10/2024.

Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici (CMCC, PIC = 999419422)

Signature:

Name: **Prof. Antonio Navarra**

Title: **President and Legal Representative**

Date **02/10/2024**

Sveriges Meteorologiska och Hydrologiska Institut (SMHI, PIC = 999507983)

Signature:

Name:

Helen Andersson

Title:

Director Research

Date

15.10.2024

Slovak Hydrometeorological Institute (SHMU, PIC = 999550178)

Signature:

Name: Ing. Vasil Penev

Title: Director General

Date: 14 OCT. 2024



MedEWSa Consortium Agreement, version 1.2 (amendment), September 2024

European Centre for Medium Range Weather Forecast (ECMWF, PIC = 999916741)

Signature:

Name: Florian Pappenberger

Title: Director of Forecasts & Deputy-Director General

Date

02 October 2024 | 13:34 BST

Hellenic Ministry of Defence (HMOD, PIC = 999611385)

Signature:

Name:

Colonel Panagiotis Tzortzis, HAF
HMOD/GDFPS/DIMEDP Director

Title:

Date

17 October 2024

Centro Internazionale Di Monitoraggio Ambientale – Fondazione (CIMA, PIC = 997710476)

Firmato digitalmente da

Signature:

Name: Luca Ferraris

Title: President

Date 04/10/ 2024

Institut National de Recherche pour l'Agriculture, l'alimentation et l'Environnement (INRAE, PIC
= 999993274)

Signature:

Name:

Mrs. TOUZE Nathalie

Title: President

Date 08/10/2024

**Stichting International Red Cross/Red Crescent Centre on Climate Change and Disaster (RCCC
PIC = 974802471)**

Signature:

Name: Harm Goossens

Title: Member of the Board

Date 11/4/2024

World Meteorological Organization (WMO PIC = 999544940)

Signature:

Name:

Title:

Date

Ref.: 16837/2024-1.1 SI
Approved by Celeste Saulo, Tue Oct 15 10:50:44 UTC 2024

Barcelona Supercomputing Center-Centro Nacional de Supercomputación (BSC, PIC = 999655520)

Signature:

Fecha: 2024.10.16 14:18:25
+02'00'

Name: Albert Soret Miravet

Title: Earth System Services Group Leader, Earth Sciences Department. BSC

Date 16/10/2024

Fraunhofer Heinrich-Hertz-Institut – Fraunhofer HHI (HHI, PIC = 999984059)

Signature:

Datum: 2024.10.24
13:32:39 +02'00'

Datum: 2024.10.24 10:09:04
+02'00'

Name:

Title:


Head of Team Legal Affairs

Legal Counsel


Date

Geosphere (GSA, PIC = 972690490)

Signature:

Signiert von:	Andreas Schaffhauser
Datum:	11.10.2024 18:24:24
 <small>Publikationsinformation: Informationen zur Prüfung der elektronischen Signature finden Sie unter www.a-trust.de</small>	

Name:


Signiert von:	Sylvia Bauer-Beck
Datum:	27.10.2024 20:53:23
 <small>Publikationsinformation: Informationen zur Prüfung der elektronischen Signature finden Sie unter www.a-trust.de</small>	

Title:

Date

Mitiga Solutions (MITIGA PIC = 895805962)

Signature:


 DRO
Date: 2024.10.16 16:20:08
+02'00'

Name: Alejandro Marti

Title: CEO Mitiga Solutions SL

Date 19/10/2024

Internet of Things applications and Multi-Layer development (ITML, PIC = 912549326)

Signature: 

Name: George Bravos

Title: Director, R&D

Date 16/10/2024

Kajo s. r. o. (KAJO, PIC = 937270746)

Signature:

Name: **Milan Kalas**

Title: **Managing director**

Date **16 October 2024**

Convergence (CONV, PIC = 889214036)

Signature:

Name: Christina Vrotsou

Title: Legal representative

Date 03/10/2024

Ministry of Digital Governance (MoDG, PIC = 912193239)

Signature:

KONSTANTINOS KARANTZALOS
29/10/2024 16:21

Name:

Title:

Date

National Environmental Agency (GNEA, PIC = 971994127)

Signature:



Name:

Date: 2024.10.10
18:04:35

Title:



Date



Region of Attica Civil Protection Department (CPoPA, PIC = 954443723)

Name:

Charalambos Nikolaos

Title:

Governor of Attica Region

Date

14-10-2024

Centro Previsione e Segnalazione Maree del Comune di Venezia (COV, PIC = 996316101)

Signature: _____

Name: PAOLA RAVENNA


Title: MANAGER OF THE EU POLICIES DEPARTEMENT
CITY OF VENICE

Date: 18/10/2024

LA DIRIGENTE
PAOLA RAVENNA

Egyptian Meteorological Authority (EMA, PIC = 933021273)

Signature:

Name: 

Title: Chairman, Board of Directors, P.R. Of Egypt with WMO

Date 10/10/2024

Italian Meteo Agency (IMA, PIC = 884489651)

Carlo Cacciamani

Signature:

Name: Carlo Cacciamani

Title: Director ItaliaMeteo Agency (IMA)

Date 16/10/2024

Department of Interior and Public Safety of Generalitat de Catalunya (DINT, PIC = 999703438)

By delegation (Resolució INT/81/2011, de 18 de gener, DOGC de 24.1.2011)

Signature:

Signature
Data: 2024.10.21
16:38:33 +02'00'

Name:

Title:

Date

Ethiopian Forestry Development (EFD, PIC = 884395173)

Signature:

Name:

Title:

Date

Fundació Pau Costa (PCF, PIC = 958896217)

Signature:

Fecha: 2024.10.16 11:55:56
+03'00'

Name: Jordi Vendrell

Title: Director

Date 16/10/2024

Israel Meteorological Service (representing SE European Multi-Hazard Early Warning Advisory System SEE-MHEWS-A) (IMA, PIC = 884780554)

Signature:

Name:

Title:

Date

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1 (co-ordinator)

As to Justus-Liebig-Universitaet Giessen, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Justus-Liebig-Universitaet Giessen is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”). This represents the status at the time of signature of this Consortium Agreement.

PARTY 2

As to National Observatory of Athens, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Fire-related services: Active fire detection and monitoring system (FireHUB/Real time monitoring) Fire mapping system and FFIS through high-resolution imagery (FireHUB/Burn Scar Mapping) EO data and metadata collection, processing, analysis and management system for fire risk prediction (FireHUB/Fire Risk) Machine learning system for fire risk prediction (FireHUB/Fire Risk) System for dynamic acquisition and automated	These services can be used in the view of the fulfilment of the project but no ownership is conferred.	These services cannot be used for commercial exploitation without NOA’s agreement. No ownership is conferred

and non-transparent access to Earth Observation data from (a) the NOA's X-/L-band and DVB-2 satellite antennas, (b) the Sentinel Hubs of the Copernicus program, and (c) the Hellenic Mirror Site		
Numerical Weather Prediction model code and outputs (forecasts and/or re-analysis datasets)	This service can be used in the view of the fulfilment of the project but no ownership is conferred.	This service cannot be used for commercial exploitation without NOA's agreement. No ownership is conferred

This represents the status at the time of signature of this Consortium Agreement.

PARTY 3

As to Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Fondazione CMCC shall include in its obligation to grant Access Rights to the Background which is needed for the implementation of the Project and which is generated by Fondazione CMCC scientists involved in the MedEWSa Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.	Fondazione CMCC Background does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission. CMCC will not share its (proprietary) software and data. The Access rights are granted for the purpose of the MedEWSa Project only and may be restricted if this results in the infringement of third-party rights. Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted by CMCC in accordance with Section 9.	Fondazione CMCC Background does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission. CMCC will not share its (proprietary) software and data. The Access rights are granted for the purpose of the MedEWSa Project only and may be restricted if this results in the infringement of third-party rights. Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third

		parties unless specific authorization is requested and granted by CMCC in accordance with Section 9.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 4

As to [Sveriges Meteorologiska och Hydrologiska Institut, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Data, software, know-how, intellectual property or information that has been generated by SMHI, and which is related to the work plan, aims and objectives of the MedEWSa project, incl. but not limited to HydroGFD reanalysis, and WWH and E-HYPE hydrological models.	Access for implementation is only granted to the extent it is needed for the Parties to concerned to carry out their tasks in MedEWSa project and provided that SMHI is able to grant Access Rights to the Background, including legal restrictions or limits. This includes limitations imposed licenses of software and data. Access Rights are subject to written requests. The Access Rights are granted for the purpose of the MedEWSa project only and may be restricted if this results in the infringement of third party rights. All commercial and third party Software is excluded and no Access Rights are granted.	Access for exploitation is only to the extent it is needed to exploit its own results and provided that SMHI is able to grant Access Rights to said Background, including legal restrictions or limits including those imposed by third parties. Access Rights are subject to written requests. All commercial and third party Software is excluded and no Access Rights are granted.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 5

As to Slovak Hydrometeorological Institute, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
SHMU contributes within the MedEWSa consortium the expertise and information necessary to carry out MedEWSa activities	Access for implementation is only granted to the extent it is needed for the Parties to concern to carry out their tasks in MedEWSa project. Access rights to background created by personnel or research groups not explicitly involved in the project or to background created in the framework of other collaborations may be limited if subject to related third party rights or confidentiality obligations. These services cannot be used for commercial exploitation without SHMU's agreement. No ownership is conferred.	

This represents the status at the time of signature of this Consortium Agreement.

PARTY 6

As to European Centre for Medium Range Weather Forecasts, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
ECMWF background is any background which has been created by ECMWF, whether alone or with other parties, that is necessary for the execution of MedEWSa, such background only comprising those elements or subsets of ECMWF historic forecast data and products including access through ecCharts and any	Access via specific ECMWF Research license to be signed, only for the purposes of implementation of project, limited to the project duration Access Rights may be restricted if there are any subsequent intellectual property right infringement claims by third parties.	Access via specific ECMWF Research license to be signed, only for the purposes of implementation of project, limited to the project duration Access Rights may be restricted if there are any subsequent intellectual property right infringement claims by third parties.

other software codes, data, databases, know-how and methodologies used by ECMWF for MedEWSa. ECMWF excludes all other background which is not necessary for the execution of MedEWSa or which has not been generated for MedEWSa or for which ECMWF is unable to grant access rights, e.g. due to third party rights.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 7

As to Hellenic Ministry of Defence, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Hellenic Ministry of Defence is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 8

As to Centro Internazionale Di Monitoraggio Ambientale – Fondazione, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
1) DEWETRA platform for near real-time flood and forest fire impact assessment 2) Flood-PROOFS operational system for flood forecasting	Use by the MedEWSa Consortium limited for the purposes of delivering MedEWSa deliverables only.	Use by the MedEWSa Consortium limited for the purposes of delivering MedEWSa deliverables only.

3) RISICO model to assess the hazard following a fire outbreak		
4) PROPAGATOR model for risk assessment and forest fire management		

This represents the status at the time of signature of this Consortium Agreement.

PARTY 9

As to Institut National de Recherche pour l'Agriculture, l'alimentation et l'Environnement, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of Institut National de Recherche pour l'Agriculture, l'alimentation et l'Environnement is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 10

As to International Red Cross/Red Crescent Centre on Climate Change and Disaster Preparedness, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of International Red Cross/Red Crescent Centre on Climate Change and Disaster Preparedness is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 11

As to World Meteorological Organization, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")

	and results for implementing the Action")	
Data hosted by WMO World Data Centers	Royalty free access	Data licensing as implemented and operated by the individual data centers

This represents the status at the time of signature of this Consortium Agreement.

PARTY 12

As to Barcelona Supercomputing Center-Centro Nacional de Supercomputación, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
MONARCH (software)	Access to this software is permitted under the conditions specified in General Public License (GPL) v.3.	Access to this software is permitted under the conditions specified in General Public License (GPL) v.3.
HERMES v3 (software)	Access to this software is permitted under the conditions specified in General Public License (GPL) v.3.	Access to this software is permitted under the conditions specified in General Public License (GPL) v.3.
EC-Earth (software)	Access to the model code is restricted to institutes that have signed a memorandum of understanding with the EC-Earth community (http://www.ec-earth.org/) and a software license agreement with the ECMWF. Access for research purposes may be requested at:	Access to the model code is restricted to institutes that have signed a memorandum of understanding with the EC-Earth community (http://www.ec-earth.org/) and a software license agreement with the ECMWF. Access for research purposes may be

	http://www.ec-earth.org/about/contact/	requested at: http://www.ec-earth.org/about/contact/
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 13

As to Fraunhofer Heinrich-Hertz-Institut – Fraunhofer HHI (Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Fraunhofer Heinrich-Hertz-Institut – Fraunhofer HHI (Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 14

As to Geosphere, *formerly Zentralanstalt Für Meteorologie Und Geodynamik*, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
INCA Nowcasting System	The software is made available, free of charge and on a non-exclusive basis, to members of the consortium and to cooperating entities for use during the duration of the project	All software rights are owned by GeoSphere Austria. GeoSphere Austria undertakes to enter into negotiations during the project, in good faith, aiming at the continuous use and development of the system after the end of the project
EUMETNET MeteoAlarm System and software	The EUMETNET MeteoAlarm System is operated by GeoSphere Austria as part of the EUMETNET	The system is owned by EUMETNET and its Members.

	Program. GeoSphere Austria will support consortium members and cooperating entities to issue weather alerts compliant with MeteoAlarm standards, and to facilitate the integration of these alerts into MeteoAlarm	
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 15

As to Mitiga Solutions, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Ash dispersion: the microservice is capable to simulate the expected trajectory of a cloud of ash given the start of the eruption of a volcano and the meteorological conditions.	No restrictions for research or non-profit use within the scope of this project, while referencing Mitiga's authorship. Commercial use must be agreed with Mitiga.	Specific terms for commercial use or post project exploitation must be agreed with Mitiga.
Meteo: downloads geos data and transforms them into NetCDF to be used as meteorological information in Mitiga's microservices.	No restrictions for research or non-profit use within the scope of this project, while referencing Mitiga's authorship. Commercial use must be agreed with Mitiga.	Specific terms for commercial use or post project exploitation must be agreed with Mitiga.
Mitiga Fire System- AI and HPC-based workflow able to produce Wildfire risk indices: it simulates the evolution of a wildfire starting from a set of ignition points within a specific	No restrictions for research or non-profit use within the scope of this project, while referencing Mitiga's authorship.	Specific terms for commercial use or post project exploitation must be agreed with Mitiga.

geographic location for an expected duration.	Commercial use must be agreed with Mitiga.	
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 16

As to Internet of Things applications and Multi-Layer development, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Internet of Things applications and Multi-Layer development (ITML) is needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 17

As to Kajo s. r. o., it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Kajo s. r. o. is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 18

As to Convergence, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Convergence is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 19

As to Ministry of Digital Governance, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ministry of Digital Governance is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 20

As to African Union Commission, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of African Union Commission is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 21

As to National Environmental Agency, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of National Environmental Agency is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 22

As to Region of Attica Civil Protection Department (PERIFEREIA ATTIKIS), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Region of Attica Civil Protection Department (PERIFEREIA ATTIKIS) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 23

As to Centro Previsione e Segnalazione Maree del Comune di Venezia (COV), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Centro Previsione e Segnalazione Maree del Comune di Venezia (COV) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 24

As to Egyptian Meteorological Authority, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Egyptian Meteorological Authority is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 25

As to Italian Meteo Agency, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
<p>Agenzia ItaliaMeteo shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by Agenzia ItaliaMeteo scientists involved in the MedEWSa Project as detailed and mentioned in the Description of the Action.</p>	<p>Agenzia ItaliaMeteo Background includes only software and data that are wholly Agenzia ItaliaMeteo property. It does not include software and data owned wholly or in part by third parties and used by Agenzia ItaliaMeteo under license or permission. The Access rights are granted for the purpose of the MedEWSa Project only and may be restricted if this results in the infringement of third party rights. Agenzia ItaliaMeteo excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted.</p>	<p>Agenzia ItaliaMeteo background includes only software and data that are wholly Agenzia ItaliaMeteo property. It does not include software and data owned wholly or in part by third parties and used by Agenzia ItaliaMeteo under license or permission. The Access rights are granted for the purpose of the MedEWSa Project only and may be restricted if this results in the infringement of third party rights. Agenzia ItaliaMeteo excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted</p>

This represents the status at the time of signature of this Consortium Agreement.

PARTY 26

As to Department of Interior of Generalitat de Catalunya, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Department of Interior of Generalitat de

Catalunya is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 27 (associated partner)

As to Ethiopian Forestry Development, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Ethiopian Forestry Development is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 28

As to Fundació Pau Costa, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Pau Costa Foundation is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 29 (associated partner)

As to Israel Meteorological Service (*representing SE European Multi-Hazard Early Warning Advisory System SEE-MHEWS-A*), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Israel Meteorological Service (*representing SE European Multi-Hazard Early Warning Advisory System SEE-MHEWS-A*) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

PARTY 30 (associated partner)

As to European Central Bank, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of European Central Bank is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

This represents the status at the time of signature of this Consortium Agreement.

Attachment 2: Accession document

ACCESSION

of a new Party to

[MedEWSa] Consortium Agreement, version [01-Dec-2023]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

World Meteorological Organization

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

World Meteorological Organization

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

Associated MedEWSa partner	Partner number	Legal Name	Short Name	Legal Entity Type	Country	City	Post Code	Address
Italian Meteo Agency - Agenzia ItaliaMeteo	25	Arpae – HydroMeteoClimate Structure (Arpae-Simc)	Arpae - Simc	public body, Regional Public Institution	IT	Bologna	40139	Viale Silvani, 6 - Bologna (BO) – Main location: Arpae Via Po, 5

Attachment 4: Identified entities under the same control according to Section 9.5

PARTY 9: INRAE

INRAE TRANSFERT - INRAE has commissioned its subsidiary, INRAE TRANSFERT, for the valorization of its research results. Consequently, this subsidiary is allowed to negotiate, sign and manage licensing and exploitation agreements Contracts on behalf of INRAE.

Attachment 5: NDA for External Advisory Board agreed under Section 6

WHEREAS

The Members of the MedEWSa Consortium and the Undertaking wish to enter into discussions during which it may be necessary for the Members of the MedEWSa Consortium, jointly or individually, to disclose to the Undertaking information of a confidential or proprietary nature (irrespective of the form of presentation or communication) which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the relevant Member of the MedEWSa Consortium ("Information").

IT IS AGREED AS FOLLOWS:

1. This Agreement will apply for the benefit of each of the Members of MedEWSa Consortium as to any disclosure of Information by the Members of MedEWSa Consortium to the Undertaking during the 36- month period commencing from the 1st November 2023 (or the date of commencement of the MedEWSa project, if different: the "Effective Date"). This Agreement may be terminated by Coordinator giving not less than 30 days' prior written notice to the Undertaking or immediately if one or more Members of the MedEWSa Consortium have reason to believe that the Undertaking is in breach of any of its obligations contained herein. The provisions of Clauses 2 and 3 hereof shall continue to apply to all Information from the date of disclosure and for a period of five (5) years from the date of expiry or earlier termination of this Agreement.
2. The Undertaking shall keep confidential the Information and, except as provided in this Agreement, shall not disclose the Information to any other person or Undertaking and shall not itself make any use of such Information for any purpose other than the purpose of advising the MedEWSa Consortium ("the Authorised Purpose") as a member of the External Expert Advisory Panel.
3. The Undertaking shall: (a) take the same care in protecting the Information as it takes in protecting its own confidential information and in any event not less than that which a reasonable person or business would take in protecting its own confidential information; (b) disclose Information only on a need-to-know basis to such of its employees, agents, consultants and contractors as are under similar written obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Information for the Authorised Purpose only; and (c) forthwith upon receipt of request from the Coordinator: (i) return all Information supplied by any Member of the MedEWSa Consortium as well as items and materials relating to or derived from the Information; (ii) deliver to the Coordinator or, at its request, destroy immediately all items and materials made by the Undertaking containing Information that are not returned pursuant to paragraph (i) above; (iii) not keep copies or duplicates of any items referred to in paragraphs (i) or (ii) above; and (iv) provide a certificate signed by a senior officer of the Undertaking confirming that the provisions of this clause have been complied with.
4. This Agreement shall not apply to any Information if and in so far as the Undertaking can show that: (a) is or becomes publicly available through no fault of the Undertaking; (b) was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can

show is independently acquired by the Undertaking as a result of work carried out by an employee, consultant or contractor of the Undertaking to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order, or is necessary to comply with a request by the ITU Secretary-General, Director of the Telecommunication Standardization Bureau, or is in response to a request by the ITU's governing and advisory bodies, provided that, in each instance, the Undertaking shall endeavor to give prior written notice to the Coordinator and take reasonable steps to maintain the confidentiality of the Information, including seeking confidential treatment or protective orders as appropriate.

5. This Agreement shall not be deemed to confer any of the Members of the MedEWSa Consortium's rights under copyright, database rights, know-how trademarks or other intellectual property rights to the Undertaking. All Information supplied hereunder is supplied on an "as is" basis and no Member of the MedEWSa Consortium gives any representation or warranty as to its accuracy, completeness, or fitness for any purpose. No Member of the MedEWSa Consortium shall not be liable for any loss or damage suffered by the Undertaking because of the Undertaking's use of the Information.
6. Notices shall be delivered personally served personally or sent by mail with recorded delivery with acknowledgement of receipt.
7. The Parties shall endeavour to settle their disputes amicably.

Any dispute between WMO and the Partner Organizations in this agreement arising out of the interpretation or execution of this Agreement shall be settled by mutual agreement. If WMO and the Recipient Organization are unable to reach agreement or any question in dispute or on a mode of settlement other than arbitration, either Party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. WMO and the Partner Organization agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy, or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The award of the arbitration will be final and binding upon the Parties.

Except in disputes actually or potentially involving WMO, ECMWF, ITU, or the Undertaking, in a direct or indirect manner, nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Nothing in this Consortium Agreement shall be deemed a waiver, explicit or implicit, of the privileges and immunities awarded to ECMWF, an inter-governmental organization, as per its Convention and Protocol by its Member States, or of the privileges and immunities awarded to ITU and the Undertaking, by virtue of international agreements and applicable national laws.

For and on behalf of the Co-ordinator (Justus-Liebig-Universitaet Giessen)

Signed

Name: Prof Jürg Luterbacher

Justus-Liebig-Universitaet Giessen, Germany

MedEWSa project Coordinator

Date and Place: 20 September 2024, Giessen, Germany

For and on behalf of (External Advisory Board member)

Signed

Name: Andrea Toreti

Date and Place: Ispra, 11 November

Dohoda o konzorciu

[MedEWSa]

Na základe DESCA – Model Consortium Agreement for Horizon Europe -orientačný preklad

DOHODA O KONZORCIU

TÁTO DOHODA O KONZORCIU je založená na nariadení (EU) č. 2021/695 Európskeho parlamentu a Rady (EÚ) z 28. Apríla 2021 ustanovujúceho „Horizont Európa-Rámcový program pre výskum a inovácie (2021-2027)“, ktorým sa ustanovujú jeho pravidlá účasti a šírenia (ďalej len „Nariadenie o Horizonte Európa“), a o Všeobecnej vzorovej dohode o grante Európskej komisie a jej prílohách a je vyhotovený dňa [], ďalej len dátum účinnosti

MEDZI:

1. Justus-Liebig-Universitaet Giessen (JLU, PIC = 999840111), Ludwigstrasse 23, Giessen 35390, Germany, the Coordinator

a

2. National Observatory of Athens (NOA, PIC = 999653677), Metaxa & Vas. Pavlou, Athens, 15236, Greece
3. Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici (CMCC, PIC = 999419422), Via Marco Biagi 5, Lecce, 73100, Italy
4. Sveriges Meteorologiska och Hydrologiska Institut (SMHI, PIC = 999507983), Folkborgsvägen 17, Norrkoeping, 60176 Sweden
5. Slovak Hydrometeorological Institute (SHMU, PIC = 999550178), Jeseniova 17 Bratislava, 83315 Slovakia
6. European Centre for Medium Range Weather Forecasts (ECMWF, PIC = 999916741), Shinfield Park, Reading RG2 9AX, UK
7. Hellenic Ministry of Defence (HMOD, PIC = 999611385), Mesogion 227-231 Holargos, Athens 15500, Greece
8. Centro Internazionale Di Monitoraggio Ambientale – Fondazione (CIMA, PIC = 997710476), Via A. Magliotto 2, Savona 17100, Italy

9. Institut National de Recherche pour l'Agriculture, l'alimentation et l'Environnement (INRAE, PIC = 999993274), 147 Rue De L'Université PARIS 75007, France
10. International Red Cross/Red Crescent Centre on Climate Change and Disaster Preparedness (RCCC, PIC = 974802471), Anna Van Saksenlaan 50 Den Haag 2593 HT, Netherlands
11. World Meteorological Organization (WMO, PIC = 999544940), 7b Ave de la Paix, 1211 Genève, Switzerland
12. Barcelona Supercomputing Center – Centro Nacional de Supercomputación (BSC, PIC = 999655520), Calle Jordi Girona 31, Barcelona 08034, Spain
13. Fraunhofer Heinrich-Hertz-Institut – Fraunhofer HHI (HHI, PIC = 999984059), Hansastrasse 27C, Munchen 80686, Germany
14. Geosphere, formerly Zentralanstalt Für Meteorologie Und Geodynamik (ZAMG, PIC = 972690490), Hohe Warte 38, Wien 1190, Austria
15. Mitiga Solutions (MITIGA, PIC = 895805962), Carrer Bosc 38, casa, Barcelona 08017, Spain
16. Internet of Things applications and Multi-Layer development (ITML, PIC = 912549326), 56 Griva Digeni Str Anna Tower Flat/office, Limassol 3101, Cyprus
17. Kajo s. r. o. (KAJO, PIC = 937270746), Sladkovicova 228/8, Bytca 01401, Slovakia
18. Convergence (CONV, PIC = 889214036), 38 Katechaki str., 11525 Athens, Greece
19. Ministry of Digital Governance (MoDG, PIC = 912193239), Frangkoudi 11 Kai Alexandroy Pantou, Athens 10163, Greece
20. African Union Commission (AUC, PIC = 983422182), Roosevelt St, Oold Airport Area, W21K19 Addis Ababa, Ethiopia
21. National Environmental Agency (GNEA, PIC = 971994127), David Agmashenebeli Ave 150, 0112 Tbilisi, Georgia
22. Region of Attica Civil Protection Department (CPoPA, PIC = 954443723), Syfrou Ave 15-17, 11741 Athens, Greece
23. Centro Previsione e Segnalazione Maree del Comune di Venezia (COV, PIC = 996316101), Ca Farsetti San Marco 4136, 30124 Venezia, Italy
24. Egyptian Meteorological Authority (EMA, PIC = 933021273), El Kalefa El Mamoon St, Cario, Egypt
25. Italian Meteo Agency (IMA, PIC = 884489651), Via dei Mille 21, 40121 Bologna, Italy
26. Department of Interior of Generalitat de Catalunya (DINT, PIC = 999703438), Carrer Diputació 355, 08009 Barcelona, Spain
27. Ethiopian Forestry Development (EFD, PIC = 884395173), Arat Kilo, Erri Bekentu, 1000 Addis Adaba, Ethiopia

28. Fundació Pau Costa (PCF, PIC = 884780554), Av. Mossen Cinto Verdaguer, 42 Esc A, bxs 2, 08552 Taradell, Spain

ďalej spoločne len ako „príjemcovia“

spolu s

29. Israel Meteorological Service (representing SE European Multi-Hazard Early Warning Advisory System SEE-MHEWS-A) (IMA, PIC = 884780554) P.O box 25, Bet-Da Bet Dagan, 5025001, Israel

30. European Central Bank (ECB, PIC =984790464), Kaiserstrasse 29, 60311 Frankfurt, Germany

ďalej jednotlivo len ako „Pridružení partneri“,

ďalej príjemcovia a pridružení partneri, spoločne alebo jednotlivo, ďalej len „strany“ alebo „strana“ týkajúce sa Akcie oprávneného

[Stredomorská a celoeurópska predpoveď a systém včasného varovania pred prírodnými rizikami]

v skratke

[MedEWSa]

ďalej len „Projekt“

Účel

Účelom tejto Zmluvy o konzorciu je špecifikovať v súvislosti s Projektom vzťah medzi Zmluvnými stranami, najmä pokiaľ ide o organizáciu práce medzi Zmluvnými stranami, riadenie Projektu a práva a povinnosti Zmluvných strán týkajúce sa okrem iného zodpovednosti, Prístupové práva a riešenie sporov.

Nadobudnutie účinnosti

Subjekt sa stáva zmluvnou stranou tejto dohody o konzorciu podpísaním tejto zmluvy o konzorciu riadne oprávneným zástupcom.

Táto dohoda o konzorciu nadobudne účinnosť odo dňa účinnosti uvedeného na začiatku tejto zmluvy o konzorciu.

Subjekt sa stáva novou zmluvnou stranou dohody o konzorciu podpísaním prístupového dokumentu (príloha 2) novou zmluvnou stranou a koordinátorom. Takéto pristúpenie nadobudne účinnosť odo dňa uvedeného v prístupovom dokume

Trvanie a ukončenie

Táto dohoda o konzorciu bude pokračovať v plnej platnosti a účinnosti až do úplného splnenia všetkých záväzkov prijatých zmluvnými stranami podľa dohody o grante a podľa tejto dohody o konzorciu.

Zodpovednosti zmluvných strán

Všeobecné zásady

Každá Strana sa zaväzuje podieľať sa na efektívnej implementácii Projektu a spolupracovať, vykonávať a plniť, rýchlo a včas, všetky svoje záväzky podľa Zmluvy o grante a tejto Zmluvy o konzorciu, ktoré sa od nej môžu primerane požadovať a spôsobom v dobrej viere, ako to predpisuje belgické právo a v súlade so všeobecnými zásadami medzinárodného práva.

Každá zmluvná strana sa zaväzuje bezodkladne informovať udeľujúci orgán a ostatné zmluvné strany v súlade so štruktúrou riadenia projektu o akýchkoľvek významných informáciách, skutočnostiach, problémoch alebo oneskoreniach, ktoré by mohli ovplyvniť projekt.

Každá zmluvná strana bezodkladne poskytne všetky informácie primerane požadované orgánom konzorcia alebo koordinátorom na plnenie svojich úloh a bude zodpovedne riadiť prístup svojich zamestnancov k portálu EÚ pre financovanie a verejné súťaže.

Každá zmluvná strana prijme primerané opatrenia na zabezpečenie presnosti akýchkoľvek informácií alebo materiálov, ktoré poskytne ostatným zmluvným stranám.

Ak by bol pridružený partner povinný podpísať samostatnú zmluvu týkajúcu sa jeho financovania Projektu, je zodpovednosťou pridruženého partnera zabezpečiť, aby takáto dohoda nebola v rozpore s touto dohodou o konzorciu.

Zodpovednosť voči sebe navzájom

Žiadne záruky

V súvislosti s akýmikoľvek informáciami alebo materiálmi (vrátane výsledkov a podkladov) poskytnutých jednou zmluvnou stranou druhej strane v rámci projektu sa neposkytuje žiadna záruka alebo vyhlásenie akéhokoľvek druhu, pokiaľ ide o dostatočnosť alebo vhodnosť na daný účel, ani pokiaľ ide o absenciu o akomkoľvek porušení akýchkoľvek vlastníckych práv tretích strán. preto

- prijímajúca strana je vo všetkých prípadoch plne a výlučne zodpovedná za použitie takýchto informácií a materiálov, a
- žiadna Zmluvná strana udeľujúca Prístupové práva nenesie zodpovednosť v prípade porušenia vlastníckych práv tretej strany vyplývajúceho z toho, že akákoľvek iná Zmluvná strana (alebo jej subjekty pod rovnakou kontrolou) uplatňujú svoje Prístupové práva.

Obmedzenia zmluvnej zodpovednosti

Žiadna zmluvná strana nezodpovedá žiadnej inej zmluvnej strane za žiadnu nepriamu alebo následnú stratu alebo podobnú škodu, ako napríklad, ale nie výlučne, stratu zisku, stratu príjmov alebo stratu zmlúv, s výnimkou prípadu porušenia dôvernosti.

Všeobecná súhrnná zodpovednosť zmluvnej strany voči ostatným zmluvným stranám kolektívne je obmedzená na jednonásobok podielu príjemcu na celkových nákladoch na projekt, ako je uvedené v prílohe 2 dohody o grante.

Zodpovednosť zmluvnej strany nie je obmedzená podľa žiadneho z dvoch predchádzajúcich odsekov v rozsahu, v akom bola škoda spôsobená úmyselným konaním alebo hrubou nedbanlivosťou, alebo v rozsahu, v akom takéto obmedzenie nie je povolené zákonom.

6 Štruktúra riadenia

Organizačná štruktúra konzorcia pozostáva z týchto orgánov konzorcia:

- Valné zhromaždenie ako konečný rozhodovací orgán konzorcia
- Výkonná rada ako dozorný orgán pre realizáciu Projektu, ktorý sa zodpovedá a zodpovedá Valnému zhromaždeniu

- Koordinátor ako právnická osoba konajúca ako sprostredkovateľ medzi zmluvnými stranami a orgánom poskytujúcim pomoc. Koordinátor bude okrem svojich povinností zmluvnej strany vykonávať úlohy, ktoré mu boli zverené, ako je opísané v dohode o grante a tejto dohode o konzorciu.

Rozdelenie finančného príspevku

Finančný príspevok Poskytovateľa na Projekt rozdelí Koordinátor podľa:

plán konzorcia

- schvaľovanie správ orgánom poskytujúcim pomoc, a

- ustanovenia o platbe v bode 7.2.

Príjemca bude financovaný len za svoje úlohy vykonávané v súlade s plánom konzorcia.

Zdôvodnenie nákladov

V súlade so svojimi bežnými účtovnými a manažérskymi zásadami a postupmi bude každý príjemca výhradne zodpovedný za zdôvodnenie svojich nákladov (a nákladov svojich pridružených subjektov, ak nejaké existujú) v súvislosti s projektom voči udeľujúcemu orgánu. Koordinátor ani žiadny z ostatných príjemcov nenesú žiadnym spôsobom zodpovednosť za takéto odôvodnenie nákladov voči orgánu poskytujúcemu grant.

Zásady financovania

Príjemca, ktorý minie menej, ako je jeho pridelený podiel z rozpočtu, ako je uvedené v pláne konzorcia, alebo – v prípade úhrady prostredníctvom jednotkových nákladov – implementuje menej jednotiek, ako sa predpokladá v pláne konzorcia, bude financovaný v súlade so svojimi jednotkami/skutočnými riadne odôvodnenými len oprávnené náklady.

Príjemca, ktorý minie viac, ako je jeho pridelený podiel z rozpočtu stanovený v pláne konzorcia, bude financovaný len v súvislosti s riadne odôvodnenými oprávnenými nákladmi do výšky nepresahujúcej tento podiel.

Nadmerné platby

Príjemca dostal nadmernú platbu

a) ak platba prijatá od Koordinátora presiahne deklarovanú sumu resp

b) ak príjemca prijal platby, ale v poslednom roku trvania projektu jeho skutočné náklady na projekt výrazne zaostávajú za nákladmi, na ktoré by mal nárok podľa plánu konzorcia.

V prípade, že príjemca dostal nadmernú platbu, musí o tom informovať koordinátora a vrátiť mu príslušnú sumu bez zbytočného odkladu. V prípade, že do 30 dní nedôjde k vráteniu prostriedkov na žiadosť koordinátora o vrátenie preplatku, príjemca podstatným spôsobom porušil zmluvu o konzorciu.

Čiastky, ktoré príjemca porušujúci pravidlá nevráti a ktoré nie sú splatné orgánu poskytujúcemu grant, rozdelí koordinátor medzi zostávajúcich príjemcov pomerne podľa ich podielu na celkových nákladoch na projekt, ako je uvedené v rozpočte konzorcia, až do ich získania. Od porušujúceho Príjemcu je možné. O prípadných právnych úkonoch voči porušujúcemu Príjemcovi rozhoduje valné zhromaždenie podľa bodu 6.3.1.2.

Príjmy

V prípade, že príjemca získa akýkoľvek príjem, ktorý je odpočítateľný z celkového financovania, ako je uvedené v pláne konzorcia, odpočet je nasmerovaný len na príjemcu, ktorý takýto príjem zarába.

Finančný podiel ostatných príjemcov na rozpočte nie je ovplyvnený príjmami jedného príjemcu. V prípade, že príslušný príjem je vyšší ako alokovaný podiel príjemcu stanovený v pláne konzorcia, príjemca uhradí zníženie financovania, ktoré utrpeli ostatní príjemcovia.

Finančné dôsledky ukončenia účasti Príjemcu

Príjemca vystupujúci z konzorcia vráti koordinátorovi všetky platby, ktoré prijal, okrem sumy príspevku, ktorú akceptoval udeľujúci orgán alebo iný prispievateľ.

Okrem toho príjemca vyhlásený za neplniacu stranu bude v rámci limitov špecifikovaných v časti 5.2 tejto dohody o konzorciu znášať akékoľvek primerané a opodstatnené dodatočné náklady, ktoré vzniknú ostatným príjemcom, aby splnili úlohu odchádzajúceho príjemcu a potrebné dodatočné úsilie na to, aby splnili ich v dôsledku odchodu príjemcu z konzorcia. Valné zhromaždenie by sa malo

dohodnúť na postupe ohľadom dodatočných nákladov, ktoré nie sú hradené porušujúcou stranou alebo mechanizmom vzájomného poistenia.